



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 17, 2012

IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

17 January 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**LEASE TERMINATION, GRANT OF EASEMENT,
RENTAL AND PAYMENT PLAN AGREEMENT AND NOTICE OF VOLUNTARY LIEN
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND ALBERT F. EHLERS
BIG DALTON WASH - LEASE AGREEMENT NO. 35365
IN THE CITY OF BALDWIN PARK
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action will allow the Los Angeles County Flood Control District to: (1) terminate Lease Agreement No. 35365, (2) enter into a Rental and Payment Plan Agreement and Voluntary Lien with Albert F. Ehlers, and (3) grant an easement for building and electrical encroachment purposes to Albert F. Ehlers over Big Dalton Wash in the City of Baldwin Park.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the termination of Lease Agreement No. 35365 between the Los Angeles County Flood Control District and Albert F. Ehlers.

3. Approve and execute the Rental and Payment Plan Agreement and Notice of Voluntary Lien between the Los Angeles County Flood Control District and Albert F. Ehlers.
4. Find the grant of easement for building and electrical panel encroachment purposes and the subsequent use of said easement will not interfere with the use of Big Dalton Wash for any purpose of the Los Angeles County Flood Control District.
5. Approve the grant of easement from the Los Angeles County Flood Control District to Albert F. Ehlers for \$21,060.
6. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District, or designee, to sign the Easement document once payment for back rent, late charges, and the cost of the easement is fully paid.
7. Authorize County Counsel, on behalf of the Los Angeles County Flood Control District, to bring any necessary legal action to enforce the terms of the Rental and Payment Plan Agreement and Easement document.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to obtain approval from your Board acting as the Governing Body of the Los Angeles County Flood Control District (LACFCD), to terminate Lease Agreement No. 35365 (Lease), enter into a Rental and Payment Plan Agreement and Notice of Voluntary Lien (Agreement), and grant an easement for building and electrical panel encroachment purposes to Albert J. Ehlers over Big Dalton Wash.

The recommended actions will enable the LACFCD to collect unpaid back rent and late charges and allow Mr. Ehlers to continue to use that portion of the building and electrical panel constructed on LACFCD property. If Mr. Ehlers is in breach of any of the terms and conditions of the Agreement, this action will allow the LACFCD to take immediate legal action as appropriate.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). The revenue received from this transaction will help promote fiscal responsibility for the operation and maintenance of flood control facilities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The amount of back rent and late charges owed to the LACFCD is \$43,050. The cost of the easement in the amount of \$21,060 represents the fair market value. Mr. Ehlers will pay a total of \$800 per month: (1) \$156 per month to occupy the building and use the electrical panel, and (2) \$644 per month for back rent and late charges. The \$156 per month of rent paid to occupy the building and use the electrical panel, as per the Agreement, will be credited toward the cost of the easement. The \$644 per month will apply toward the cost of the easement once the full amount of the back rent and late charges is paid in full.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1979 Mr. Ehlers has been leasing 10,709 square feet of LACFCD property along Big Dalton Wash, located southeasterly of Ramona Boulevard and Puente Avenue in the City of Baldwin Park. The Lease has a term of 45 years and expires on August 6, 2023. A portion of a warehouse building (approximately 6 feet), along with an electrical panel built on a concrete slab, was allowed to be constructed on LACFCD property under the terms of the Lease.

Mr. Ehlers stopped making rental payments shortly after being notified of a lease required, appraisal-based rent adjustment in August 2008. He has made only two partial payments since the adjustment, despite several telephone calls, letters, and meetings, and has made it clear that he can no longer afford to make the current rent payments.

To avoid costly litigation to collect the back rent and late fees and resolve the encroachment issue, the LACFCD and Mr. Ehlers have negotiated the terms of an Agreement. Therefore, it is recommended that your Board approve the termination of the Lease, execute and grant the Agreement, and approve the granting of the easement to Mr. Ehlers.

The Agreement requires Mr. Ehlers to make payments in the amount of \$800 per month (eight payments have already been made) and will expire upon LACFCD's receipt of payment in full for back rent, late charges, and easement cost totaling \$64,110. To secure the payment, the Agreement includes a voluntary lien against all known properties owned by Mr. Ehlers in the County of Los Angeles, but that will not preclude LACFCD from taking any other legal actions necessary in the event of a breach of the Agreement.

To remedy the encroachment issue, the Agreement provides for the LACFCD to grant Mr. Ehlers an easement for building and electrical panel encroachment purposes. The easement will be granted after the back rent, late fees, and easement cost are paid in full. In the event any portion of Mr. Ehlers' building is condemned, destroyed, damaged, demolished, or requires reconstruction, Mr. Ehlers will not be permitted to rebuild in the easement, and the easement will automatically terminate.

Until such time the easement is granted, Mr. Ehlers is required to pay rent in the amount of \$800 per month: (1) \$156 per month for use of the LACFCD property, and (2) \$644 per month for back rent. Rent payments in the amount of \$156 per month will be credited to the cost of the easement, and the \$644 per month will apply toward the cost of the easement once the back rent and late charges are paid in full.

These transactions are authorized by Section 2, paragraph 13, of the Los Angeles County Flood Control Act. This Section provides as follows: "Said Los Angeles County Flood Control District hereby declared to be a body corporate and politic, and as such, shall have the power...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of said board of supervisors said property, or any interest therein or part thereof, is no longer required for the purposes of said district, or may be leased for any purpose without interfering with the use of the same for the purposes of said district..."

The Agreement document has been approved as to form by County Counsel. The Easement document will be approved by County Counsel, signed, and recorded once the total amount of rent, late charges, and easement cost has been paid in full.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15305 of the CEQA Guidelines and Class 5 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for granting easements with private citizens to accomplish activities that are categorically exempt.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

The Honorable Board of Supervisors
January 17, 2012
Page 5

CONCLUSION

Please return one adopted copy of this letter and the executed original Agreement document to the Department of Public Works, Survey/Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,



GAIL FARBER
Director of Public Works

GF:SGS:bw

Enclosures

c: Auditor-Controller (Accounting Division - Asset Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

ORIGINAL

**RECORDING REQUESTED BY
AND MAIL TO:**

County of Los Angeles Department of Public Works
Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27363 OF THE GOVERNMENT CODE.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Assessor's Identification No.
8437-022-911 (Portion)

**RENTAL AND PAYMENT PLAN AGREEMENT AND
NOTICE OF VOLUNTARY LIEN**

This Rental and Payment Plan Agreement (AGREEMENT) is entered into as of this 17th day of January, 2012, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), and Albert F. Ehlers, Trustee of the Albert F. Ehlers Personal Trust dated October 25, 1989, and Albert Ehlers as an individual, hereinafter collectively referred to as PAYOR.

RECITALS

WHEREAS, DISTRICT and PAYOR entered into that Lease Agreement No. 35365, dated September 11, 1979 (hereinafter LEASE), with regard to that portion of Big Dalton Wash located adjacent to 4150 North Puente Avenue, Baldwin Park, California; and

WHEREAS, a portion of PAYOR's building and an electrical panel mounted on a concrete slab encroaches onto DISTRICT property pursuant to the LEASE (hereinafter ENCROACHMENT); and

WHEREAS, PAYOR agrees and acknowledges that he owes back rent and late fees totaling \$43,050 originating from the LEASE (hereinafter BACK RENT); and

WHEREAS, both parties wish to terminate the LEASE and enter into this Rental and Payment Plan Agreement (hereinafter AGREEMENT); and

WHEREAS, PAYOR has agreed to pay all BACK RENT under the terms of this AGREEMENT, and that such agreement to pay all BACK RENT shall not be extinguished at the termination of the LEASE, and shall be governed by this AGREEMENT; and

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WHEREAS, DISTRICT, after PAYOR has paid all BACK RENT and any new rents and fees due from this AGREEMENT, will grant an easement to PAYOR over the ENCROACHMENT, conditioned upon PAYOR's acknowledgement that the easement is not a permanent easement, and the easement shall terminate in the event the existing building is condemned, destroyed, damaged, or demolished and requires reconstruction of all or a portion thereof; and

WHEREAS, PAYOR, will continue to rent the ENCROACHMENT from DISTRICT, until such time as the easement is granted or this AGREEMENT is terminated;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. TERM

The AGREEMENT shall commence upon execution by the DISTRICT's Board of Supervisors and expire upon DISTRICT's grant of the easement to PAYOR.

2. PAYMENTS

PAYOR shall pay DISTRICT as satisfaction for rental of the ENCROACHMENT, BACK RENT, and easement costs, in the amount of \$64,110 which is comprised of BACK RENT in the amount of \$43,050 and easement costs in the amount of \$21,060. Minimum payments, commencing in the month the DISTRICT's Board of Supervisors executes the AGREEMENT, the first \$500^{total} of which have been prepaid, shall be \$800 per month payable on the 15th of each month to:

Los Angeles County Flood Control District
c/o County of Los Angeles Department of Public Works
P.O. Box 7437
Alhambra, CA 91802-7437

Monthly payments shall be allocated in the following order: 1) \$156 for fair market rental of the ENCROACHMENT, and 2) \$644 for BACK RENT.

After PAYOR pays DISTRICT the BACK RENT in full and the rent is current, then the DISTRICT will apply \$644 toward the cost of the easement. However, any new fees accrued, at any time, will be paid before the balance of any payment is applied to the cost of the easement.

The monthly \$156 allocated for fair market rental of the ENCROACHMENT will be credited toward the costs of the easement after PAYOR pays all BACK RENT due under this AGREEMENT.

PAYOR shall not accrue any ownership interest in the easement, nor any fees paid or allocated toward said easement, until the entire easement costs have been paid in full.

3. EASEMENT

Upon receipt of payment in full of the amount of \$64,110, DISTRICT will grant to PAYOR an easement, in substantially the same form as Exhibit A, over the ENCROACHMENT. Said easement shall terminate in the event any portion of the building is condemned, destroyed, damaged, or demolished and requires reconstruction, so that no portion of the building shall be rebuilt on DISTRICT property.

4. RIGHT OF POSSESSION

PAYOR shall have the right to occupy the ENCROACHMENT until such time as the Easement Deed to PAYOR has been recorded, provided all rents then due are paid, and PAYOR is current with BACK RENT.

5. INDEMNIFICATION

PAYOR shall indemnify, defend, and hold DISTRICT and the County of Los Angeles, and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, maintenance, operation, use, or removal of the ENCROACHMENT.

6. INSURANCE

Without limiting PAYOR's indemnification of the DISTRICT, PAYOR shall at its own expense take out and maintain in force, at all times during the term of this AGREEMENT, a policy or policies of insurance covering the ENCROACHMENT. As a minimum, the policy shall meet the following criteria:

- Comprehensive General Liability Insurance. PAYOR shall procure Commercial General Liability Insurance with General Aggregate Coverage not less than TWO MILLION DOLLARS (\$2,000,000), and ONE MILLION DOLLARS (\$1,000,000) coverage per occurrence.
- The COUNTY OF LOS ANGELES and LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, its governing board, officers, and employees shall be named as Additional Insured on all policies of liability insurance.

All policies of insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. Prior to the commencement date of this AGREEMENT, PAYOR shall furnish to DISTRICT a copy of the policy of insurance evidencing PAYOR's insurance coverage.

The policies required herein are primary and noncontributing with any insurance or self insurance that may be carried by the DISTRICT.

To the fullest extent permitted by law, the PAYOR hereby waives its rights and its insurer(s)' rights of recovery against DISTRICT under all the required insurance for any loss arising from or relating to this AGREEMENT. The PAYOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

Upon renewal of any of the policies of insurance, PAYOR shall furnish to DISTRICT a Certificate of Insurance evidencing PAYOR's continued insurance coverage. The DISTRICT shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of such policy and ten (10) days notice for nonpayment.

In the event any of the policies is changed or if the insurance carrier is changed, PAYOR shall provide DISTRICT a copy of the replacement policy meeting the minimum requirement as above noted.

7. VOLUNTARY LIEN

PAYOR hereby covenants and agrees that DISTRICT shall have a voluntary, consensual, non judicial lien upon the properties of the PAYOR, including but not limited to those set forth on Exhibit B, for all amounts due and owing under this AGREEMENT should PAYOR fail to pay any installment of the minimum monthly payment when due and such failure continues for five (5) business days after written demand by DISTRICT. Said lien shall continue until such time as DISTRICT receives full payment for all amounts due and owing under this AGREEMENT, at which time District shall cause to be recorded a release of said lien in the official records of the County.

Notwithstanding the above remedy, DISTRICT, in the event of a breach of this AGREEMENT, shall have the right, at its sole election, to recover in law or equity, without limitation, any unpaid amounts due under this AGREEMENT.

8. BREACH OF AGREEMENT

Notwithstanding the above voluntary lien, DISTRICT, in the event of a breach of this AGREEMENT, shall have the right, at its sole election, to exercise any other remedies, which the DISTRICT may have in law or equity.

9. SAVINGS CLAUSE

If any provision or provisions of this AGREEMENT are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder shall subsist, be, and remain in full force and effect.

10. AUTHORITY TO ENTER AGREEMENT

PAYOR and DISTRICT individually and severally attest that they are duly authorized to execute this AGREEMENT.

11. NOTICES

Any notices to be given or other document to be delivered by either party may be delivered in person, by private courier, deposited in the United States mail to the party for whom intended as follows:

To DISTRICT: County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
Attention Survey/Mapping & Property Management Division

To PAYOR: Mr. Albert F. Ehlers
c/o Mr. Robert Ehlers
4150 North Puente Avenue
Baldwin Park, CA 91706

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the PAYOR has hereunto subscribed his name, the day and year first above written.

APPROVED AS TO FORM:

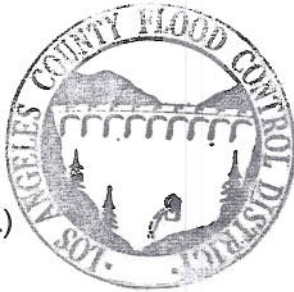
ANDREA SHERIDAN ORDIN
County Counsel

By: [Signature]
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy



(DISTRICT-SEAL)

ATTEST

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By: [Signature]
Deputy

MR:hp
P6: EHLERS AGREEMENT LIEN VERSION

[Signature]
ALBERT F. EHLERS, AN INDIVIDUAL
As PAYOR

By: [Signature]
Robert Ehlers his Attorney-in-Fact

[Signature]
ALBERT F. EHLERS, TRUSTEE OF THE
ALBERT F. EHLERS PERSONAL TRUST
DATED OCTOBER 25, 1989 as PAYOR

By: [Signature]
Robert Ehlers his Attorney-in-Fact

Date: 12-7-11

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: [Signature]
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 JAN 17 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

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**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 7, 2011, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Robert Hlers

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By 
Deputy County Clerk



(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 17th day of January, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By


Deputy

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By 
Deputy

DUPLICATE

EXHIBIT A

RECORDING REQUESTED BY
AND MAIL TO:

Mr. Albert F. Ehlers
15100 Kenoak Drive
Baldwin Park, CA 91706-3424

Space Above This Line Reserved for Recorder's Use

DOCUMENTARY TRANSFER TAX IS \$ _____
() COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
() COMPUTED ON FULL VALUE LESS VALUE OF LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Assessor's Identification Number:
8437-022-911 (Portion)

BY _____

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to ALBERT F. EHLERS, Trustee of the Albert F. Ehlers Personal Trust, dated October 25, 1989 (hereinafter referred to as GRANTEE), an exclusive easement for building and electrical panel encroachment purposes in, on, over, and across the real property in the City of Baldwin Park, County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof, (hereinafter referred to as DISTRICT'S PROPERTY).

Notwithstanding any of the foregoing, the easement for building and electrical panel encroachment shall automatically terminate and extinguish in the event that any portion of the building is condemned, destroyed, damaged, or demolished and requires reconstruction, so that no portion of the building shall be rebuilt on DISTRICT'S property.

Subject to all matters of record and to the following reservation and conditions, which GRANTEE by his execution and acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said land for flood control purposes.
2. GRANTEE agrees to not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of DISTRICT. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for any improvements constructed by GRANTEE.

3. GRANTEE agrees that any damage to DISTRICT's PROPERTY that may be caused, or related in any manner to the exercise by GRANTEE of the rights herein granted shall be the sole responsibility of GRANTEE.
4. GRANTEE shall indemnify and save harmless DISTRICT, its officers, agents, and/or employees, from any and all claims, demands, liability, damage, or expense to which DISTRICT, its officers, agents, and employees may be subjected as the result of any act or omission by GRANTEE, his officers, agents, employees, or contractors arising out of the exercise by GRANTEE, his officers, agents, employees, or contractors of any of the rights granted to him by this Easement document.
5. Upon the termination and extinguishment of the rights herein granted, DISTRICT will thereafter make a written demand on GRANTEE to execute and acknowledge a Quitclaim Deed pertaining to the rights herein granted, which Quitclaim Deed shall be delivered to DISTRICT within thirty (30) days following GRANTEE's receipt of said written demand.
6. It is expressly understood that GRANTEE will be solely responsible for any and all construction, repair, maintenance, reconstruction, or removal of any structure or improvement to be erected or constructed pursuant to this easement document.
7. The provisions and agreements contained in this Easement document shall be binding upon GRANTEE, his heirs, successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following GRANTEE's exercise of these easement rights to construct such structures and improvements, GRANTEE agrees to pay on behalf of DISTRICT, that part of any such assessment levied against DISTRICT, which is based on the value contributed to that area by GRANTEE's said improvements.

Pursuant to the authority delegated by the Board of Supervisors of the Los Angeles County Flood Control District, this Easement document has been executed on behalf of said DISTRICT by the Director of Public Works of the County of Los Angeles on the _____ day of _____, 20_____.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

GAIL FARBER
Director of Public Works

By _____
Assistant Deputy Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

This Easement together with all the conditions thereof is hereby accepted this _____ of
_____, 20____

ALBERT F. EHLERS, Trustee of the Albert F. Ehlers
Personal Trust dated October 25, 1989

By _____
ALBERT F. EHLERS, Trustee

Big Dalton Wash
(File: BIG DALTON WASH 157)
Parcels 157GE and 157GE.1
16-RW 13.2
S.D. 5 M9322060
Project ID: MPR0000109

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

State of California)
) ss.
County of Los Angeles)

On _____, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

_____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

APPROVED as to title and execution

_____, 20_____
DEPARTMENT OF PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By _____

EXHIBIT A

File with: **BIG DALTON WASH 157**
16-RW 13.2
A.I.N. 8437-022-911 (Portions)
T.G. 598 (D5)
I.M. 144-297.
S.D. 1
M9322060

LEGAL DESCRIPTION (Grant of easements)

PARCEL NO. 157GE

That portion of that part of Section 17, Township 1 South, Range 10 West, in Rancho La Puente, as shown on map recorded in Book 1, pages 43 and 44, of Patents, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as PARCEL 157 in a Final Judgment, had in Superior Court Case No. 574964, a certified copy of which was recorded in Book 36169, page 233, of Official Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries:

Commencing at the southwesterly terminus of that certain course having a bearing and length of South 41°33'58" West 443.20 feet in the generally southeasterly boundary of that certain parcel of land described in deed to FRED H. WADE, recorded on September 19, 1967, as Instrument No. 271, in Book D3771, page 332, of said Official Records; thence North 41°33'58" East, along said certain course, a distance of 62.77 feet to the TRUE POINT OF BEGINNING; thence South 48°42'15" East 6.01 feet; thence North 41°34'00" East 157.18 feet; thence North 48°45'55" West 6.02 feet to said certain course; thence South 41°33'58" West, along said certain course, a distance of 157.17 feet to the TRUE POINT OF BEGINNING.

Containing: 945± square feet

PARCEL NO. 157GE.1

That portion of the above-mentioned PARCEL 157 within the following described boundaries:

Commencing at the northeasterly terminus of the above-mentioned certain course having a bearing and length of South 41°33'58" West 443.20 feet; thence South 41°33'58" West, along said certain course, a distance of 87.25 feet to the TRUE POINT OF BEGINNING; thence South 44°35'43" East 4.32 feet; thence South 41°05'28" West 13.16 feet; thence North 50°26'57" West 4.42 feet to said certain course; thence North 41°33'58" East, along said certain course, a distance of 13.61 feet to the TRUE POINT OF BEGINNING.

Containing: 58± square feet

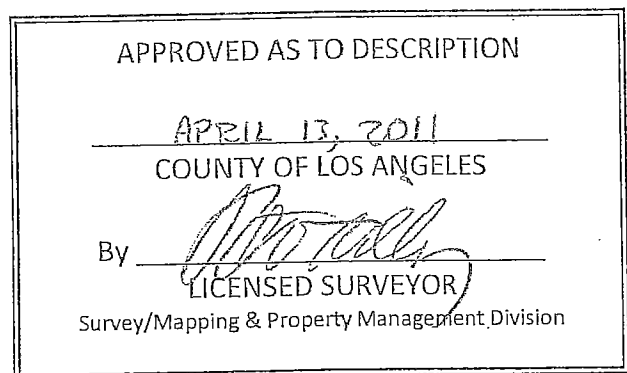
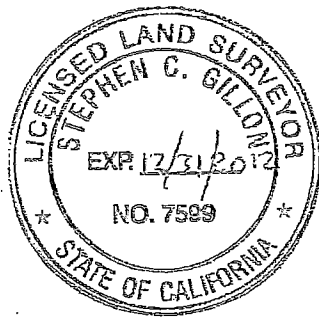


EXHIBIT A

BIG DALTON WASH

REFERENCE: 16-RW 13.2

EXHIBIT B

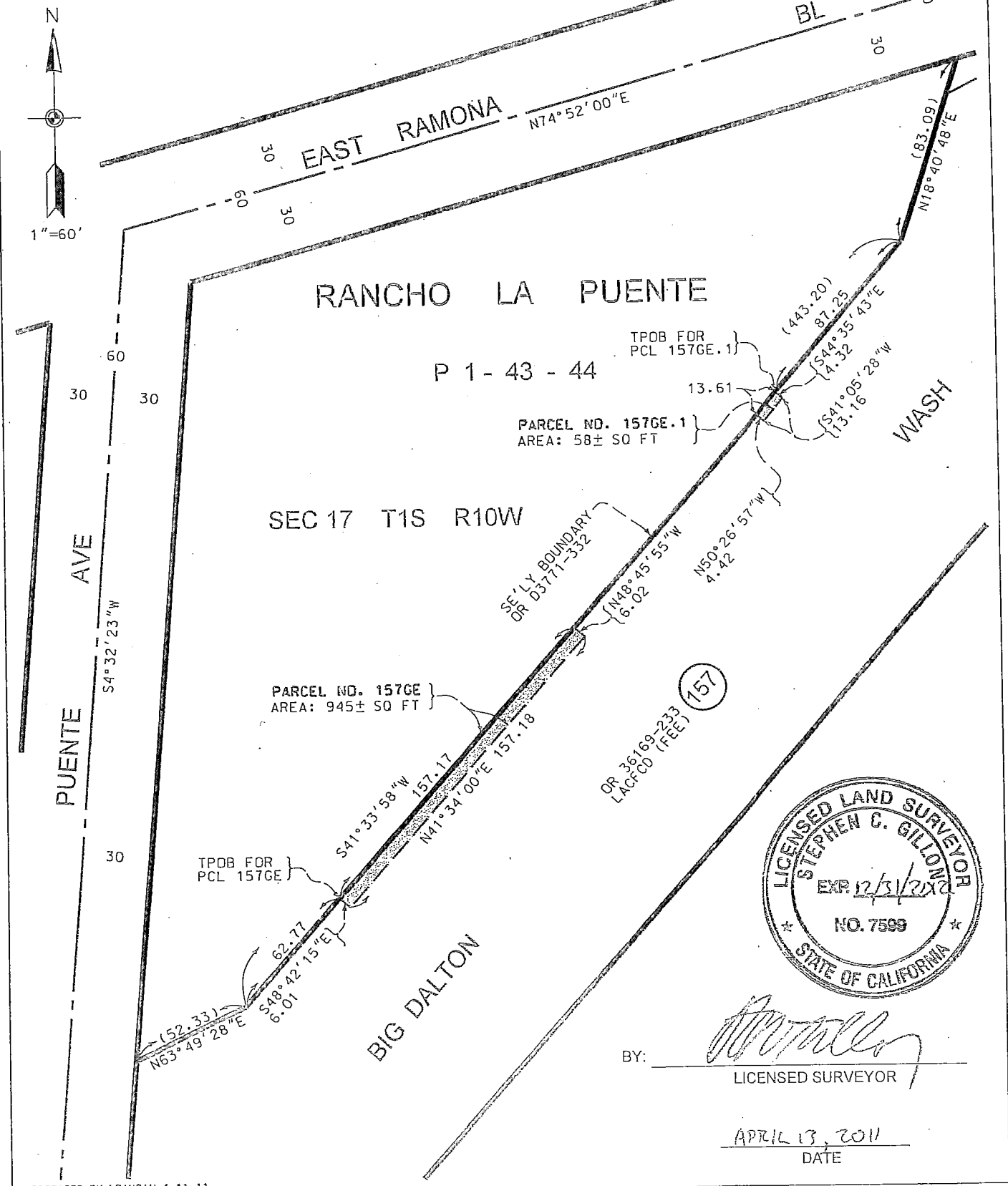


EXHIBIT B

File with: **BIG DALTON WASH 157**
16-RW 13.2
T.G. 598 (D5)
I.M. 144-297
S.D. 1
M9322060

LEGAL DESCRIPTION

PARCEL A (A.I.N. 8437-022-008)

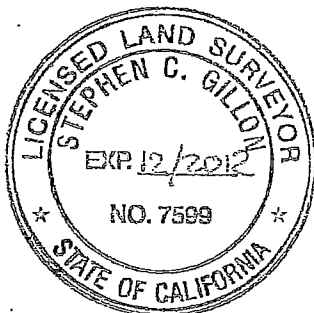
Those portions of Section 17, Township 1 South, Range 10 West, in Rancho La Puente, as shown on map recorded in Book 1, pages 43 and 44, of Patents, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as PARCEL 1, PARCEL 2, and PARCEL 3 in deed recorded on October 30, 1989, as Document No. 89-1748289, of Official Records, in the office of said Registrar-Recorder/County Clerk.

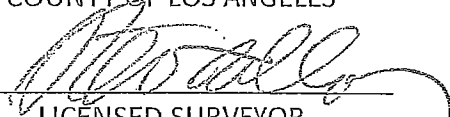
PARCEL B (A.I.N. 8437-022-023)

Lot 14 of Tract No. 34885, as shown on map filed in Book 895, pages 1 and 2, of Maps, in the office of the above-mentioned Registrar-Recorder/County Clerk.

PARCEL C (A.I.N. 8437-015-014)

That certain parcel of land in above-mentioned Rancho La Puente described in deed recorded on December 30, 1991, as Document No. 91-2045407, of above-mentioned Official Records.



APPROVED AS TO DESCRIPTION	
JUNE 1, 2011	
COUNTY OF LOS ANGELES	
By	
	LICENSED SURVEYOR
Survey/Mapping & Property Management Division	